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STATE OF GEORGIA

Reference:

Deed Book 11375

Page 418

COUNTY OF COBB

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOX CHAPEL SUBDIVISION

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Fox Chapel Subdivision ("Declaration") was recorded on June 10, 1998, in Deed Book 11375, Page 418, *et seq.*, Cobb County, Georgia records; and

WHEREAS, Article VIII, Section 7 of the Declaration provides that the Declaration may be amended by the affirmative vote, written consent or any combination of affirmative vote and written consent of the members of the Association holding at least two-thirds (2/3) of the total eligible vote thereof; and

WHEREAS, at least two-thirds (2/3) of the eligible members have provided their affirmative vote and/or written consent to approve this Amendment; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1 .

Article III, Section 1(a) is amended by the addition of words "and the Lots" at the end of such Section so that it reads as follows:

The right of the Association to adopt and publish rules and regulations governing the use of the Common Area and the Lots.

2 .

Article III, Section 1 is amended by the addition of following as Section 1(h):

(h) The right of the Association to assess fines for violations of this Declaration and published rules and regulations including, but not limited to, violations that may have arisen prior to the recording of this Amendment and still exist at the time of the recording of this Amendment.

3 .

Article VII is amended by the addition of the following as Section 21:

Section 21. Leasing. To preserve the character of the Property as predominantly owner-occupied, the Leasing of a Lot is prohibited, except as provided herein.

"Leasing" means the exclusive occupancy of a Lot by any person(s) other than: (1) the Owner or a parent, child or spouse of an Owner (collectively referred to as "Authorized Occupant"); (2) an Authorized Corporate Occupant (defined below); or (3) a roommate of an Authorized Occupant or Authorized Corporate Occupant, when the Authorized Occupant or Authorized Corporate Occupant also occupies the Lot as his or her primary residence.

An Authorized Corporate Occupant shall be an officer, director, shareholder or member of an Owner that is a corporation; a manager or member of an Owner that is a limited liability company; a partner of an Owner that is a partnership; or a trustee or beneficiary of an Owner that is a trust; provided the Owner receives no rent or other consideration for any such occupancy. The name of each Authorized Corporate Occupant shall be designated in writing to the Board and may not be changed more frequently than once every 12 months without the Board's written consent. A person's designation as an Authorized Corporate Occupant shall terminate automatically upon the termination of such person's relationship with the entity holding record title to the Lot.

(a) Permitted Leasing

Leasing of Lots is allowed only by: (1) a Grandfathered Owner (as further defined herein); (2) a non-Grandfathered Owner who has received a Leasing Permit as provided below; (3) a non-Grandfathered Owner who has received a Hardship Permit as provided below; or (4) the Association. Leasing Permits and Hardship Permits shall be valid only as to a specific Owner and Lot and shall not be transferrable between either Lots or Owners (including a subsequent Owner of a Lot where such permit was issued to the Owner's predecessor-in-title).

(i) Leasing Permits

The Board of Directors shall approve an Owner's request for a Leasing Permit if the total number of current, outstanding Leasing Permits plus Grandfathered Lots is less than three (3) Lots in the Property; provided, however, a Leasing Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge or if the Owner is in violation of this Declaration. Owners who have been denied a Leasing Permit for delinquency or violation reasons shall, if such conditions are cured within 90 days of such determination, be placed on the next available spot on the waiting list to be issued such a permit, if they so desire. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(ii) Hardship Permits

If the inability to lease will result in an undue hardship to the Owner, then the Owner may seek to lease on a hardship basis, for a term not to exceed one year (unless a longer term is approved by the Board), by applying to the Board of Directors for a Hardship Permit. The Board may approve or deny an Owner's request for a Hardship Permit in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Property if such permit is issued; (3) the number of outstanding Hardship Permits; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Permits have been issued to such Owner. Notwithstanding, a Hardship Permit shall not be issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge and/or if the Owner is in violation of the Declaration.

A "hardship" as described herein shall include, but not be limited to, the following situations: (1) when the Board determines that an Owner must relocate his or her residence outside the greater Atlanta metropolitan area and cannot, within six months from the date that the Lot was placed on the market, sell the Lot, except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) when the Board determines that an Owner must temporarily relocate out of the metropolitan-Atlanta area for employment purposes and intends to return to reside in the Lot within two years; or (3) an Owner dies and the Lot is being administered by his or her estate.

(iii) Waiting Period; Expiration and Revocation of Permits

Leasing Permits and Hardship Permits are automatically revoked upon: (1) the sale or transfer of the Lot to a third party (excluding sales or transfers to an Owner's spouse); (2) the failure of an Owner to lease his or her

Lot for 90 consecutive days at any time after the issuance of such permit; or (3) the occupancy of the Lot by the Owner. The Board also shall have the power to revoke any Leasing Permit or Hardship Permit issued to any Owner if the Lot is shown on the Association's books and records to be more than 30 days past due in any assessment or charge and/or if the Owner and/or Occupant is in violation of the Declaration.

Notwithstanding anything herein to the contrary, a Leasing Permit shall not be issued to an Owner until at least twenty-four (24) months after purchase of the Lot.

A Leasing Permit shall allow the Owner to lease the Lot for a maximum period of a total of three (3) years. Notwithstanding anything herein or in the Permit to the contrary, a Leasing Permit shall expire forty-two (42) months after its initial issuance. An Owner who has a Leasing Permit may apply for a subsequent Leasing Permit within 90 days prior to the expiration of the current Leasing Permit.

A Hardship Permit shall be revoked automatically if, during the term of such permit, the Owner is approved for and receives a Leasing Permit. An Owner may apply for a subsequent Hardship Permit within 90 days prior to the expiration of the current permit or after revocation.

(b) General Leasing Provisions

(i) Notice and Approval

At least ten (10) days prior to entering into the lease of a Lot or the renewal or extension of a lease, the Owner shall provide the Board of Directors with: (1) a copy of the proposed lease, the name and address of the proposed Occupant(s); and (2) such other information as the Board may reasonably require. The Board shall solely approve or disapprove the form of said lease; the Board shall not approve or disapprove the prospective Occupant(s). Subsequent to (and no later than ten (10) days after) the execution of an approved lease, the Owner shall provide the Board with a copy of the executed lease; (1) the tenants home, work and cellular phone numbers; (2) the Owner's primary (offsite) residence address, home, work and cellular phone numbers and (3) such other information required by the Board.

(ii) Lease Terms

Lots may be leased only in their entirety; no rooms or fractions of Lots may be leased without prior written Board approval. There shall be no subleasing of Lots or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than one year, except with written Board approval. . In addition to and not in limitation of any other provision of this Section 21, the Board may refuse to issue a Leasing Permit or Hardship Permit (or revoke any issued Leasing Permit or Hardship Permit) if the Lot Owner fails to submit to the Association (and fails to continuously maintain in force) an executed lawn/bush service contract which contract provides for regular weekly lawn/bush care and service (depending on the season of the year) for the Lot (to include items such as regular mowing, weed removal/application, cutting of bushes and other lawn/bush maintenance typical for the Property). Such lawn/bush care contract shall be submitted on a yearly or other basis as determined by the Board.

(iii) Liability for Assessments: Compliance

The Owner must provide the Occupant with a copy of the Declaration. Any Owner leasing his or her Lot shall incorporate and state the following provisions in the Lease for the Lot -- notwithstanding this requirement, the following provisions are deemed incorporated (by this reference) into each lease of any Lot, whether or not expressly stated therein, and into the terms of any tenancy or occupancy even if no written lease or agreement exists between the Owner and the Occupant:

A. Compliance with Declaration

The Owner and each Occupant shall comply with all provisions of the Declaration. The Owner and Occupants are responsible for violations by any guests of the Lot and may be sanctioned for any such action.

If a Lot is leased or occupied in violation of the Declaration, or if the Owner, Occupant or guest violates the Declaration, the Association's Board of Directors shall be authorized to take all enforcement actions against the Owner and/or Occupant authorized under the Declaration.

B. Liability for Assessments

When an Owner who is leasing his or her Lot fails to pay an assessment or any other charge

to the Association when due, the delinquent Owner hereby consents to the assignment of any rent to be received from the Occupant during the period of the delinquency. In such case, Owner authorizes the Board (or its agents) to make demand upon the Occupant and the Occupant shall pay to the Association all unpaid assessments and other charges payable during and prior to the term of the lease and any other period of occupancy. However, the Occupant need not make such payments to the Association in excess of or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by the Occupant shall reduce, by the same amount, the Occupant's obligation to make monthly rental payments to the Owner. If the Occupant fails to comply with the Board's request to pay assessments or other charges, such failure shall be deemed a violation of the Declaration and, in addition to all other enforcement rights, the Occupant shall pay to the Association all amounts authorized under the Declaration as if the Occupant were the owner of the Lot. The above provision shall not be construed to release the owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

(c) Enforcement

If a Lot is leased or occupied in violation of the Declaration, or if the Owner, Occupant or guest violates the Declaration, such violation is deemed to be a default under the terms of any lease or occupancy and the Association may require the Owner to evict the Occupants. In addition to all other remedies permitted by this Declaration, such default authorizes the Owner and/or the Association, as the Owner's delegate and attorney-in-fact, to terminate the lease and/or occupancy and to evict all Occupants, without liability, in accordance with Georgia law. In any such eviction action by the Association, the Association may terminate the occupancy rights 15 days after notice is sent, notwithstanding any notice requirement in the lease or occupancy terms or any other procedure in the Declaration. Once the Association invokes its right to terminate the lease or occupancy and evict the Occupant(s), the Owner no longer has the right to extend or revive the terminated occupancy in any way.

(d) Applicability

Lease agreements existing on the Effective Date of this Amendment shall not be subject to the terms of Section 21(b); such lease agreements may continue in accordance with the terms of the Declaration as existed prior to this Amendment. However, any assignment, extension, renewal, or modification of any lease agreement, including, but not limited to, changes in the terms or duration of occupancy, shall be considered a termination of the old lease and commencement of a new lease which must comply with Section 21(b).

Section 21(a) shall not apply to any leasing transaction entered into by the holder of any first mortgage on a Lot who becomes the Owner of a Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage.

(e) Lease Administrative Fee

As the review process of proposed leases as well as monitoring tenant actions occasions common expenses by the Association, the Board shall have the authority to require a fee of up to two hundred fifty dollars (\$250.00) as a part of each application for a leasing or hardship permit (whether initial approval or renewal). Said fee shall constitute an assessment under Article V.

(f) Grandfathering and Other Definitions

(i) Effective Date shall mean the date this Amendment is recorded in the Cobb County Superior Court real estate records.

(ii) Grandfathered Owner means an Owner who is lawfully leasing his or her Lot on the Effective Date. To qualify as a Grandfathered Owner, the Owner must, within ninety (90) days of the Effective Date, provide the Board with a copy of the lease in effect on the Effective Date, as well as the Owners and tenants home, work and cellular phone numbers. Grandfathering shall apply only to the Lot owned by such Grandfathered Owner on the Effective Date. Grandfathering shall automatically expire and any lease of the Lot shall automatically terminate on

the date the Grandfathered Owner conveys title to the Grandfathered Lot to any person (other than the Owner's spouse). Those leasing on the Effective Date shall be counted for purposes of determining the quantity of Grandfathered Owners and Grandfathered Lots.

(iii) Grandfathered Lot means the Lot owned by a Grandfathered Owner on the Effective Date hereof. Those leasing on the Effective Date shall be counted for purposes of determining the quantity of Grandfathered Owners and Grandfathered Lots.

(g) Occupancy. The maximum number of Occupants that can occupy a Lot shall be limited to two (2) people per bedroom, as such Lot (the dwelling thereon) had per the original construction. "Occupancy," for purposes hereof, shall be defined as staying overnight in a Lot for a total of more than thirty (30) days, either consecutive or nonconsecutive, in any calendar year. This occupancy restriction shall not apply to require the removal of any person lawfully occupying a Lot on the Effective Date hereof. Upon written application, the Board shall grant variances to this restriction to comply with provisions of the Fair Housing Amendments Act of 1988 or any amendments thereto. "Occupant" as used in this Section (g) means any person staying overnight in a dwelling on a Lot for a total of more than 30 days, either consecutive or nonconsecutive, in any calendar year.

If an Owner of a Lot is a corporation, partnership, trust or other legal entity not being a natural person, the entity shall designate in writing to the Board the name(s) of the person(s) who will occupy the Lot. The designated person(s) to occupy the Lot may not be changed more frequently than once every twelve (12) months without the express written consent of the Board as determined in the Board's sole discretion.

IN WITNESS WHEREOF, the undersigned officers of Fox Chapel HOA, Inc. certify that this Amendment to the Declaration was duly adopted by the required majority and that the any notices have been given. This 18 day of Sept., 2017.

Sworn to and subscribed before me this
18 day of Sept., 2017.

[Signature]
Witness

[Signature]
Notary Public
My Commission Expires: _____

FOX CHAPEL HOA, INC.

By: [Signature] [Seal]
President

Attest: [Signature] [Seal]
Secretary

Notary Public, Cobb County, Georgia
My Commission Expires June 19, 2020

